



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR THE 2005
TOURNAMENT OF ROSES PARADE
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the agreement for law enforcement services to the City of Pasadena during the 116th Tournament of Roses Parade on January 1, 2005, at an estimated cost of \$496,336.
2. Instruct the Chairman of the Board of Supervisors to sign the agreement with the City of Pasadena.
3. Authorize the Los Angeles County Sheriff's Department to modify the deployment of personnel, Section 3 of the agreement, provided that any increase in service is fully reimbursed by the City of Pasadena.
4. Authorize the Sheriff's Department to provide the requested services.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The City of Pasadena has requested that the County of Los Angeles, through the Sheriff's Department, provide law enforcement services during the City's annual Tournament of Roses Parade on January 1, 2005. The number of spectators and vehicles that enter the City of Pasadena to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The

A Tradition of Service

City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Sheriff's Department.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 3: Organizational Effectiveness, and Goal 4: Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Sheriff's Department enhance public safety during the Tournament of Roses Parade. All Sheriff's Department's costs are fully reimbursed by the City of Pasadena.

FISCAL IMPACT/FINANCING

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the Auditor-Controller. The Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Sheriff's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required is 696, totaling 9,048 hours (at 13 hours per employee). The contract provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs will be compensated.

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Deputy Sheriff - Area Commander	118.06	1	13	1,534.78
Deputy Sheriff - Captain	104.61	1	13	1,359.93
Deputy Sheriff - Lieutenant	82.56	16	208	17,172.48
Deputy Sheriff - Sergeant	69.31	51	663	45,952.53
Deputy Sheriff - Bonus II	69.42	18	234	16,244.28
Deputy Sheriff - Bonus I	57.58	100	1,300	74,854.00
Deputy Sheriff - Generalist	53.32	378	4,914	262,014.48
Deputy Sheriff - Reserve	43.77	50	650	28,450.50
Operations Assistant II	38.47	1	13	500.11
Operations Assistant III	44.06	1	13	572.78
Public Response Dispatcher II	35.23	10	130	4,579.90
Corrections/ Custody Assistant	36.29	10	130	4,717.70
Custodian	19.67	4	52	1,022.84
Law Enforcement Technician	32.60	17	221	7,204.60

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Parking Control Officer	27.30	16	208	5,678.40
General Maintenance Worker	29.14	4	52	1,515.28
Secretary V	34.05	2	26	885.30
Senior Criminalist	63.14	2	26	1,641.64
Supervising Public Response Dispatcher	39.24	2	26	1,020.24
Inventory Control Assistant II	26.70	1	13	347.10
Electronic Communications Technician	48.87	2	26	1,270.62
Custody Records Clerk II	28.72	2	26	746.72
Evidence & Property Custodian III	33.15	1	13	430.95
Word Processor II	28.72	1	13	373.36
Station Clerk II	28.72	1	13	373.36
Security Officers	27.23	4	52	1,415.96
Subtotal				481,879.84
Liability Insurance: 3%				14,456.40
TOTAL				496,336.24

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per California Government Code Section 51301, the Sheriff's Department, through contractual agreement, is authorized to provide the requested services.

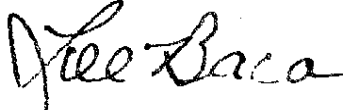
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return three (3) originally executed agreements to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES
2 FOR THE PASADENA TOURNAMENT OF ROSES
3

4 This Agreement, dated for purposes of reference only on
5 _____, 2004, is made by and between the COUNTY OF
6 LOS ANGELES, hereinafter referred to as "County," and the CITY OF
7 PASADENA, hereinafter referred to as "City."

8 RECITALS:

9 A. The City of Pasadena and the Tournament of Roses
10 Association will stage and conduct the annual Tournament of Roses
11 Parade on January 1, 2005.

12 B. The number of spectators and vehicles that enter the
13 City to attend these events is so great that the City Police
14 Department will require considerable assistance to provide
15 adequate police protection and traffic control.

16 C. The City is desirous of contracting with the County for
17 the provision of additional law enforcement services by the
18 County Sheriff's Department, and the Sheriff's Department is
19 willing to provide these services.

20 D. Such contractual agreements are authorized and provided
21 for in the Charter of the County of Los Angeles, Section 56-1/2
22 and 56-3/4, and in the State of California Government Code,
23 Section 51301.

24 THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

25 1. The County agrees to provide to the City law enforcement
26 services according to a plan for law enforcement as developed and
27 approved by the Sheriff and the Police Chief of the City subject
28 to the conditions set forth in paragraph 2 and 3 for the

1 following dates inclusive: December 31, 2004 through January 1,
2 2005. The services provided pursuant to this Agreement shall not
3 reduce the normal and regular ongoing service that the County
4 would otherwise provide if the County did not enter into this
5 Agreement for supplemental law enforcement services.

6 2. It is the intent of the Sheriff to hire sufficient
7 volunteers to staff according to the plan referred to in
8 paragraph 1. However, to ensure the safety of the public and
9 sworn personnel, should the Sheriff determine that an insufficient
10 number of volunteers are available to staff according to the plan
11 referred to in paragraph 1, the Sheriff will notify the Chief of
12 the Pasadena Police Department no later 5:00 p.m. on Friday,
13 December 3, 2004.

14 3. The County agrees to provide to the City the following
15 classifications of personnel for use in carrying out the plan for
16 law enforcement referred to in paragraph 1 and subject to the
17 conditions set forth in this section.

18
19 Classification

20 Areas Commander	1
21 Captain	1
22 Lieutenant	16
23 Sergeant	51
24 Bonus II Deputy (Arson Explosives)	18
25 Deputy Generalist, Bonus I Deputy (Includes coverage for Special Enforcement Bureau's Special Security Detail, Terrorists Early Warning Team, Gang Enforcement Team)	478
27 Reserve Deputy	50

1	Operations Assistant II	1
2	Operations Assistant III	1
3	Public Response Dispatcher II	10
4	Correction Officer, Custody Assistant	10
5	Custodian	4
6	Law Enforcement Technician	17
7	Parking Control Officer	16
8	General Maintenance Worker	4
9	Secretary V	2
10	Senior Criminalist	2
11	Supervising Public Response Dispatcher	2
12	Inventory Control Assistant II	1
13	Electronic Communications Technician	2
14	Custody Records Clerk II	2
15	Evidence & Property Custodian III	1
16	Word Processor II	1
17	Station Clerk II	1
18	Security Officers	4

19
 20 An amount not exceeding 200 hours of clerical and logistical
 21 support time for administrative staff duties, planning and
 22 preparation, which includes set-up and breakdown of logistical
 23 equipment, and any other services the Sheriff may deem necessary to
 24 carry out the duties assigned to the Sheriff's Department under the
 25 plan for law enforcement referred to in paragraph 1, including pre-
 26 event and post-event float escorts as requested by the City.
 27 Notwithstanding any other provision of this Agreement, the Sheriff
 28 may forthwith cancel the providing of services under this Agreement

1 if he concludes that he has insufficient available personnel to
2 provide the services required by this Agreement and to perform his
3 other duties as required by law. In the event of such a
4 circumstance, the Sheriff will provide notice of his inability to
5 provide the services on or before 5:00 p.m. Friday, December 3,
6 2004, unless circumstances preclude him, as a practical matter,
7 from giving such notice, in which event the Sheriff shall provide
8 such notice as is feasible and practical under the circumstances.

9 In the event that additional personnel, beyond the personnel
10 described herein, is requested by the City, the City agrees to
11 fully reimburse the County for the cost of all additional
12 personnel. Sheriff and Police Chief of the City must mutually
13 agree upon the amount of additional personnel needed. County,
14 through the Sheriff's Department, agrees to make best efforts to
15 provide such additional personnel.

16 4. The hours of duty performed by County employees under
17 this contract will be those established and agreed upon in the plan
18 for law enforcement described in paragraph 1.

19 5. The rendition of services to be performed by County
20 under this contract; i.e., the standards of performance, the
21 discipline of all Sheriff's Department personnel, and the control
22 of all Sheriff's Department personnel employed under this contract
23 shall be under, and remain under, the Sheriff of the County of Los
24 Angeles or his authorized representatives. In the event of any
25 dispute between the parties as to the extent of the duties and
26 functions to be rendered hereunder, or the level or extent of
27 services or manner of performance of such services, the
28 determination thereof made by the Sheriff or his authorized

representative shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

6. For, and in consideration of, the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees that it will pay the County for said services at the following hourly rates:

<u>Position</u>	<u>Hourly Rate</u>
Area Commander	118.06
Captain	104.61
Lieutenant	82.56
Sergeant	69.31
Bonus II Deputy	69.42
Bonus I Deputy	57.58
Deputy Generalist	53.32
Reserve Deputy	43.77
Operations Assistant II	38.47
Operations Assistant III	44.06
Public Response Dispatcher II	35.23
Corrections Officer, Custody Assistant	36.29
Custodian	19.67
Law Enforcement Technician	32.60
Parking Control Officer, Sheriff	27.30
General Maintenance Worker	29.14
Secretary V	34.05
Senior Criminalist	63.14
Supervising Public Response Dispatcher	39.24
Inventory Control Assistant	26.70

1	Electronic Communications Technician	48.87
2	Custody Records Clerk II	28.72
3	Evidence & Property Custodian III	33.15
4	Word Processor II	28.72
5	Station Clerk II	28.72
6	Security Officers	27.23

7

8 The rates depicted above are developed by the County Auditor-
9 Controller to reflect the County's actual costs in the
10 compensation of employees at premium overtime rates, the
11 administration of workers' compensation benefits and overhead of
12 the County attributable to the provision of services pursuant to
13 this agreement. The foregoing rates are adjusted annually
14 pursuant to the policies and practices adopted by the Board of
15 Supervisors of Los Angeles County governing the determination of
16 such actual costs.

17 7. The County shall render to the Tournament of Roses
18 Association an itemized invoice, within sixty (60) days after the
19 event, which details all personnel, equipment, insurance, supply
20 and transportation costs for services performed under this
21 contract, and the Tournament of Roses Association, through the
22 City, shall pay County therefor within thirty (30) days after
23 date of said invoice. If such payment is not delivered to the
24 County office which is described on said invoice within thirty
25 (30) days after the date of the invoice, the County is entitled
26 to recover interest thereon. Said interest shall be at the rate
27 of ten percent per annum and commence thirty (30) days after the
28 date of the invoice and continue until such time as payment is

1 delivered to the County office described on said invoice.

2 8. The Assumption of Liability Agreement executed by the
3 parties to this Agreement and approved by the Board of
4 Supervisors on December 27, 1977, and the Joint Indemnity
5 Agreement approved by the Board of Supervisors on October 8, 1991,
6 are hereby expressly superseded and are not applicable to this
7 Agreement.

8 9. Except as otherwise provided herein, County and City
9 agree to indemnify, defend, and save harmless each other, their
10 officers, employees and agents from and against any and all
11 liability, expense, including defense costs and legal fees, and
12 claims for damages of any nature whatsoever, including, but not
13 limited to, bodily injury, death, personal injury, or property
14 damages arising from or connected with each other's operations,
15 or the services hereunder, including any worker's compensation
16 suits, liability, or expense, arising from or connected with
17 services and duties performed by each agency's employees pursuant
18 to this Agreement.

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1 IN WITNESS THEREOF, the City of Pasadena, by order of the
2 Board of Directors, causes this Agreement to be signed by its City
3 Manager and attested by its Clerk, and the County of Los Angeles,
4 by order of its Board of Supervisors, has caused these presents to
5 be subscribed by the Chairman of said Board and the seal of said
6 Board to be affixed thereto, and attested by the Clerk of said
7 Board, all on the day and year first written.

8
9 CITY OF PASADENA

10 APPROVED AS TO FORM:

11 By



City Manager

12 
13 ~~Asst~~ City Attorney

14 APPROVED:

15 ATTEST: 10/28/04

16 By


Police Chief, City of Pasadena

17 
18 City Clerk

19 ATTEST:

20 COUNTY OF LOS ANGELES

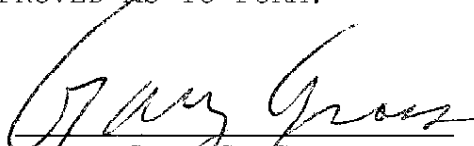
21 VIOLET VARONA-LUKENS
22 Executive Officer/Clerk of
23 the Board of Supervisors

24 By

Chairman, Board of Supervisors

25 By _____

26 APPROVED AS TO FORM:

27 
28 Gary G. Gross
Senior Deputy County Counsel